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New record

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD\*  
CHARLES T. KAPPLER  
JOHN H. DOYLE\*  
GEORGE JOHN KETO\*  
RICHARD N. BAGENSTOS  
JAMES C. MARTIN, JR.\*

\* ALSO ADMITTED IN NEW YORK  
\* ALSO ADMITTED IN OHIO  
\* ALSO ADMITTED IN MARYLAND

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CABLE ADDRESS  
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1 6169

JAN 18 1989 12 00 PM

INTERSTATE COMMERCE COMMISSION

January 18, 1989

9 018A026

No. JAN 18 1989

Date

Fee \$ 13.00

ICC Washington, D. C.

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) fully executed originals and one (1) photocopy of a Memorandum of Lease dated as of September 12, 1988, a primary document as defined in the Commission's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Lessor: Greenbrier Leasing Corporation  
One Centerpointe Drive, Suite 200  
Lake Oswego, Oregon 97035

Lessee: Soo Line Railroad Company  
National City Bank Building  
Box 530  
Minneapolis, Minnesota 55440

A description of the railroad equipment covered by the enclosed document is:

Seventy-five (75) all-purpose TOFC/COFC twin 45-foot intermodal flatcars bearing reporting marks and numbers SOO 55020 through SOO 55094, both inclusive. \*

Also enclosed is a check in the amount of \$13 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

\* and one hundred fifty (150) COFC intermodal flatcars bearing reporting marks and numbers SOO 55095 through 55244. Both enclosed.

Countymen C.T. Kessler

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Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
January 18, 1989  
Page Two

Kindly return the stamped copies of the enclosed document not needed for your files to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed primary document to appear in the Commission's Index is:

Memorandum of Lease Agreement dated as of September 12, 1988 between Greenbrier Leasing Corporation, Lessor, and Soo Line Railroad Company, Lessee, covering 75 all-purpose TOFC/COFC twin 45-foot intermodal flatcars bearing reporting marks and numbers SOO 55020 through SOO 55094, both inclusive, and 150 COFC intermodal flatcars bearing reporting marks and numbers SOO 55095 through SOO 55244, both inclusive.

Very truly yours,

  
Charles T. Kappler

Enclosures

SECURITY AGREEMENT SUPPLEMENT JUN 19 1989 -9 35 AM

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT SUPPLEMENT NO. 3, dated June 19, 1989, between ACF Industries, Incorporated, a New Jersey corporation, (the "Debtor") and Fleet National Bank, a national banking association, as security trustee (the "Secured Party") under the Security Agreement-Trust Deed dated as of December 20, 1988, from the Debtor to the Secured Party (the "Security Agreement"),

## WITNESSETH:

WHEREAS, the defined terms used in this Security Agreement Supplement shall have the respective meanings indicated in the Security Agreement unless elsewhere defined or the context shall otherwise require.

WHEREAS, the Security Agreement provides for the execution and delivery from time to time of Security Agreement Supplements substantially in the form hereof each of which shall particularly describe Items of Equipment included in the Collateral and subject to the security interest of the Security Agreement;

NOW, THEREFORE, TO SECURE THE PAYMENT when and as due and payable of the principal of and interest on the Notes, and to secure the payment of all other indebtedness which the Security Agreement by its terms secures and compliance with all the terms of the Loan Documents, the Debtor does hereby create and grant to the Secured Party and to its successors and assigns a security interest and mortgage in the following properties:

(a) all the Items of Equipment described in Schedule A annexed hereto;

(b) all additional or substituted Items of Equipment which hereafter may be subjected to the security interest of the Security Agreement by operation thereof;

(c) all leases from time to time relating to such Items of Equipment; and

(d) all rents, income, revenues, issues, profits and proceeds arising from or in connection with any of the foregoing.

THE DEBTOR hereby binds itself, its successors and assigns, to warrant and forever defend to the Secured Party and its successors in trust and assigns the security interest hereby created and granted.

This Supplement shall be construed as supplemental to the Security Agreement and shall form a part of it and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

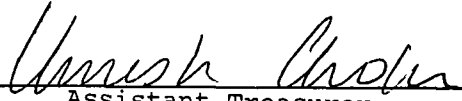
This Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

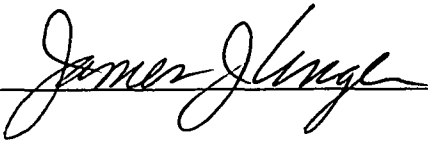
IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this Supplement to be executed, as of the day and year first above written.

(SEAL)

ACF INDUSTRIES, INCORPORATED

ATTEST:

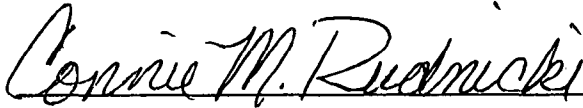
By   
Its Assistant Treasurer

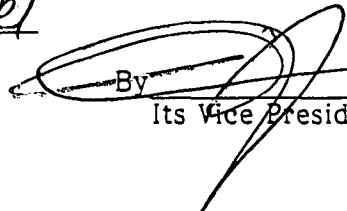


(SEAL)

ATTEST:

FLEET NATIONAL BANK, as Secured Party



By   
Its Vice President

<u>CARS INITIALED AND NUMBERED</u>	<u>AAR DESIGNATION</u>	<u>TOTAL CARS</u>
ACFX 65630 - 65647	C214	80
" 65708		
" 65710 - 65713		
" 65719		
" 65724 - 65725		
" 65735 - 65743		
" 65745 - 65762		
" 65764		
" 65770 - 65778		
" 65787 - 65789		
" 65791		
" 66200 - 66208		
" 66213 - 66216		
ACFX 51921 - 51931	C614	57
" 51933 - 51978		
ACFX 73079 - 73083	T104	14
" 73085		
" 73087 - 73088		
" 73090 - 73091		
" 73093 - 73096		
ACFX 72819 - 72832	T105	14
ACFX 72818	T106	20
" 73034		
" 73039 - 73040		
" 73042 - 73045		
" 73048 - 73052		
" 73054		
" 73057 - 73059		
" 73061 - 73063		
ACFX 73135 - 73139	T108	12
" 73142 - 73148		
ACFX 77486 - 77490	T564	5
	Total	202

SCHEDULE I  
(To Security Agreement Supplement)  
NOTE #3

STATE OF MISSOURI )  
 : ss.:  
COUNTY OF ST. LOUIS )

On this 19th day of June, 1989, before me, personally appeared Umesh Choksi to me personally known, who being by me duly sworn, says that (s)he is ~~Asst. Treasurer~~ of ACF Industries, Incorporated, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

W. Marineta Zimmerman  
Notary Public

(SEAL)

My commission expires:

W. MARINETA ZIMMERMAN  
NOTARY PUBLIC STATE OF MISSOURI  
ST. CHARLES COUNTY  
MY COMMISSION EXP. APR. 7, 1990  
ISSUED THRU MISSOURI NOTARY ASSOC.

STATE OF Rhode Island )  
 : ss.:  
COUNTY OF Providence )

On this 15<sup>th</sup> day of June, 1989 before me, personally appeared Michael J. Lapolla to me personally known, who being by me duly sworn, says that (s)he is a Vice President of Fleet National Bank, that one of the seals affixed to the foregoing instrument is the bank seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors; and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Martha M. Bressil  
Notary Public

(SEAL)

My commission expires:

My Commission Expires June 30, 1991